App. F. IX-4

1923

File No. 95-23

Previous References Genl 15-22 (1-3) (Genl)

Serial Nos. 1-2

Later References

Preserve D

(35)

General and Revenue Secretariat.

Serial Nos. Two

Part B for May 28.

SUBJECT

Rules for the Grant of Prospecting licenses and mining leases in British India

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4657

G. R. S. 11] 1924

GENERAL AND REVENUE SECRETARIAT.

(Local)

NOTES.

File No. 95/23

FILE HEADING.

Rules for the grant of prospecting licences & mining leases in British Sudan

From

The Secretary to the Resident.

No. 3377/378A Dated 26 4 24 Received
1894

Diary No. 4657	Enclos.	Spare Copies.	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Forwards a copy of Resolution of the Govt of Sudan

NOTES AND ORDERS.

1) Submd with draft
26/4/24

2) Is copy of the original rules available?
SNR 29/4

M 3) P. P. 87-21, ss 9, 10 & 11 contg. the original

NOTES—First Sheet.

Serial No.

rules is subd. hereunto

28/5/24

4) Do pursue endm

SMR 3/5

Revsec)

5) Plan re mtg on the enclosure to the Residency letter

thus up a rsn with copy of the original rules -

Hon'ble a reminder proposing that with minis Shiva do re work

Rs 5/- —

SMR 6/5-

6) Re-grants referred to in the encl. to Residency's letter

Govt. of India Rule ~~xxx~~ | Mysore Rules

(1) the lessee shall commence operations within one year from the date of the execution of the lease; | cl 10 of Rule 6 (xvi) ~~No provision~~

2) should the lessee cease without such cause to work the mine for a period ..... condition | clause 9 of the running lease form (re-dead rents)

NOTE—Contn. sheet.

4557

G. R. S. III-2]

General and Revenue Secretariat. | Govt File No. 95 of 1923

Serial No.

9

Please see Gazette of 2nd Sept 1913. M.

1) Rule 49 of the rules ~~regulations~~ also visits the dismissal of officers who fail to comply with the rules

2) Copy of Govt. under Rules re the grant of prospecting licenses is not available but only the draft model Rules for the grant of prospecting in Indian States is need

3) for orders see G.S. 575/24. 16/5/24

4) Please see clause 10 of form No 6 (Mining lease Reg 8) - the Lessee has to start mining operations within the Space of one Year from the Commencement of the Lease. Is provision may be said to exist (with slight alterations) as to the power marked (7) & the Rule Sees —

5) Is provision seems to exist to power no (2)

SMR 16/5

Rev 17/5 Please see margin remarks Can order will be issued to first of next month

1/Sec/5 SMR 26/5

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | Govt File No. 95 of 1922

Serial No.

13) Subd with a copy of Govt of India Rules (1913) obtained from the Govt office

20/11/6/24 Sec: to the

2 Forwarded Govt. Revenue.

No. 4621/37-8A-1894 dt 11/6/24

forwards in continuation of his No. 3377 dt 26.6.24 a copy of resolution (No. M-95 dt 15-5-24) from the Govt re Certain amendments to rules re the grant of leases to prospect for minerals & of mining leases

14) Subd for perusal or other orders.

20/6/24

15) Rules 30 (ii) and 54 referred to in the Resolution received thro' the Resident correspond with our rules Nos 21 & 19a + clause 4 of the mining lease form prescribed by

p u.s

pl. see A/H

20/6/24.

Remarks or minute of Secretary. Please see from file mining lease.

16) Note Whether priv. does or does not exist for Govt of India — SNM 19/6

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | Genl File No. 95 of 1923

Serial No. 17

Govt. of India Rules (as amended)

Rule 30(ii) The lessee shall pay a fee not exceeding one rupee & not less than one anna per acre of the land covered by the license for each Fasli or portion of a Fasli of the term for which the license is granted.

Bombay Rules

Rule [illegible] 21 The rent payable in respect of a license shall be not less than one anna and not more than one rupee per acre of the area granted

Rule 54

(a) The lessee shall be at liberty to determine the lease ..... determined (lines 1–4)

Mining lease form: cl. 49. The lessee may determine the lease at the end of any Fasli on giving 6 months previous & on payment of all dues

(b) As recently amended When a lessee exercises his option of determining the

NOTE—Contn. sheet.

WD 2310--GPB--10,000--31-5-24

General and Revenue Secretariat | Genl File No. 95 of 1923.

Serial No.

lease he shall not except with the previous sanction of the Governor General in Council, be granted subsequently a new lease over a portion only of the land covered by the original lease (Rules 5-6) Amendments Nos. (3) & (4).

(6) No further provisions (No change necessary here)

Re- Natural Petroleum: -

18) Kind attention is invited to the Assistant Secy's note dt 2-11-23 in P.P. 87-21 (page 10) Resolved with the approval information duly noted as personally instructed by the Asstt Secy

19) For perusal

SMD 25/6

RW Secy

20) The modifications in the Govt of India Mining Rules - Cm Central the R.O.D are to be perused

21) Clause 10 of the Mining lease may be modified in the light of the changes made in Rule 50 of the

NOTE—Continue sheet.

WD 2310—GPE—10,000—31-5-24

General and Revenue Secretariat

Govt File No. 95 of 1923

Serial No.

S
I agree (A)
K

11

Govt of India Rules which is more elaborate than ours

2a) The Dir may perhaps be asked to submit a list of mining leases where he has not done satisfactory work and their causes

K 24/9

SMR 24/9

11 Members)

456
24.6

23) (A) I agree

24) The proper amendment may be incorporated in the new revised Rules when we undertake to amend the Rules keeping in view the changes

K 24/9

1/9. K 3.9

SMR 3/9

Subd

25) If approved these will be Rules along with the file re provision of Rules (under consideration)

NR 17.9.24 VB 18/9

26) The members views are clear

SMR 24/9

Subd.

The Amendments are incorporated in the new "Mining rules".

GEN. & REV. SECRETARIAT
24 SEP 1924
INDUSTRIES & COMMERCE BRANCH.

Sirs 15 15/9/24

NOTE—Contos. sheets.

App. F. III—2]

General and Revenue Secretariat. | File No. of 192

Serial No.

Vol 1357

Mysore Resident's Office
Office of the Resident in Mysore
Bangalore. 24 April 1924

No. 3377 Encls.
378A-1894.

Date 4. APR. 1924

Resolution

A copy of the marginally noted letter, with enclosure, is forwarded with compliments, to the Chief Secretary to the Government of H. H. the Maharaja of Mysore for information, with reference to the endorsement from this office No. 6053, dated the 3rd October 1913.

No. 315 dated 19th March 1924 from the Government of India Department of Industries and Labour

Secretary to the Resident.

PN

R. O. 106.—R. P. B.—7-1922.—2,000.

NOTE—Contn. sheet.

WD 0324—GPB—60,000—24-5-27

(4) In Schedule A for the item "Iron" substitute the following :

Iron-ore intended to be used for the extraction of iron.	One anna per ton of iron-ore during the year* for which the tariff valuation of imported pig-iron has been fixed at Rs. 65 per ton or less. When the tariff valuation exceeds Rs. 65 one anna will be added to the royalty rate for every increase of Rs. 15 or part thereof in the tariff valuation. Should the tariff valuation of pig-iron become fictitious owing to the cessation of imports or to any other cause, a point on which the decision of the Government of India shall be final, the market value of pig-iron for the purpose of the assessment of royalty shall be determined by the Government of India.
Iron-ore in Burma when intended to be used solely for fluxing purposes.	Half anna per ton of iron-ore

Note.—Tariff valuation is fixed in December for the following calendar year, but the Local Government may, at their discretion, assess the royalty for the financial year beginning on the 1st April on the basis of the tariff valuation fixed in the preceding December.

ORDER.—Ordered, that a copy of this Resolution be forwarded to all Local Governments and Administrations for information and guidance, and that a copy be forwarded to the Foreign and Political Department and the Department of Education, Health and Lands, to Chambers of Commerce, to the Director, Geological Survey of India, and to the High Commissioner for India, for information.

ORDERED, also, that the Resolution be published in the Supplement to the *Gazette of India*, for general information.

A. H. LEY,
Secy. to the Govt. of India.

No. M.-31o.

GOVERNMENT OF INDIA.

DEPARTMENT OE INDUSTRIES AND LABOUR.

Delhi, the 19th March 1924.

RESOLUTION.

The Governor General in Council, with the sanction of His Majesty's Secretary of State for India, is pleased to direct that the following further amendments shall be made in the rules for regulating the grant by Local Governments of licenses to prospect for minerals and of mining leases in British India, published with the Resolution of the Government of India in the Department of Commerce and Industry, No. 7552-7581—121, dated the 15th September 1913, as subsequently amended.

(1) For rule 49 substitute the following :—

"49. The term for which a mining lease may be granted shall not exceed 30 years, but the lease may contain a clause permitting renewal for a period not exceeding 30 years, on a dead and surface rent not exceeding twice the original dead and surface rent respectively, the royalty payable being that which may on the day next following that on which the original lease shall determine, be in force under the orders of competent authority; in the case of iron-ore the original lease may also contain a clause permitting a second renewal for a further period not exceeding 30 years on a dead and surface rent not exceeding twice the dead and surface rent respectively fixed for the first renewal of the lease, the royalty payable being that which may on the day next following that on which the first renewal shall determine be in force under the orders of competent authority"

(2) For rule 50 (*ii*) substitute the following :—

"50 (*ii*). The lessee shall also pay for every year after the first year a fixed yearly dead rent at a rate not less than that laid down in Schedule C in Part IV of these rules; provided that no lessee shall pay both royalty and dead rent in respect of the same lease, but only such one of them as may be of the greater amount; and provided further in the case of leases for iron-ore that when a lessee is granted more than one such lease he may, if he so desire, claim that for the purpose of determining whether royalty or dead rent is payable, all such leases granted to him shall be treated as one concession. In that event he shall be liable to pay dead rent only when the sum of the royalties paid by him in respect of such leases for the year is less than the sum of the dead rents assessed under those leases or is less than such other amount as the local Government, having regard to the circumstances of the case, may fix as the combined dead rent in respect of all the leases; and the amount of dead rent so payable shall be the amount by which the sum of the royalties paid for the year falls short of the sum of the dead rents or the combined dead rent so determined."

(3) For rule 50 (*viii*) substitute the following :—

"50 (*viii*). Unless good cause exists for exemption from this condition, a question on which the decision of the Local Government shall be final, the lessee shall commence operations within one year from the date of the execution of the lease and shall thereafter carry them on effectually in a proper, skilful and mining like manner. Should the lessee cease without such cause to work the mine for a period exceeding two years in such a manner as to produce sufficient mineral to earn a royalty at least equal to the dead rent, it shall be deemed a breach of this condition.

Note.—For the purpose of the firs part of this condition such measures as the erection of machinery for the purposes of working the mine, although not necessarily on the land covered by the lease, or the construction of roads or tramways in connection with the mine, shall be deemed to be sufficient compliance with the requirement of commencing operations."

[illegible]. R. S. [III-2]

WD 2310—GPB—10,000—31-5-24

General and Revenue Secretariat

File No. 5457 / 12.6.24 of 19

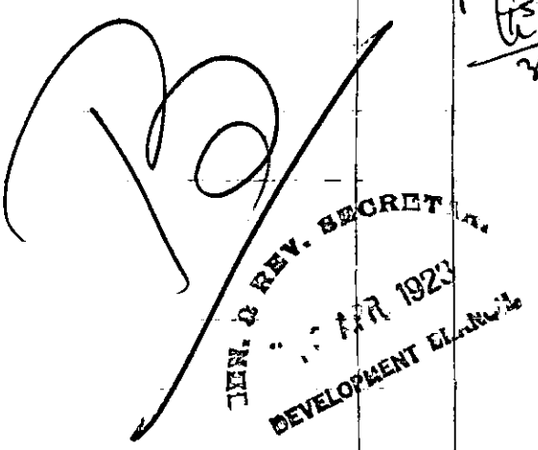
Serial No.

A dft. to The Sec. of Sec is proposed in the file placed above.

Orders are solicited whether This file may not be closed now

GER
7/4

A. Yr.
7/4



NOTE—Contin. sheet.

No. 667.

GOVERNMENT OF INDIA

DEPARTMENT OF COMMERCE AND INDUSTRY.

MINES REGULATIONS.

FROM

P. C. TALLENTS, ESQ., I.C.S.,

Officiating Under-Secretary to the Government of India,

To

ALL LOCAL GOVERNMENTS AND ADMINISTRATIONS.

Dated Simla, the 16th March 1918.

SIR,

I am directed to refer to Mr. Elliott's letter No. 5956-184, dated the 17th July 1916, with which was forwarded a revised form of prospecting license, together with two separate forms of agreement to control (*i*) the working of reserved minerals, and (*ii*) the transfer of licenses for working reserved minerals.

2. Since the issue of that letter it has been decided that all minerals should be treated as "reserved" and the Mining Rules have been amended accordingly by the Resolution No. 182-M.D., recorded in this Department on the 20th January 1917. This has rendered necessary a further revision of the forms of prospecting license and mining lease, and the incorporation in the main forms of the provisions of the form of agreement which controls the working of reserved minerals. I am now to forward the standard forms of prospecting license, mining lease and transfer agreements as finally revised by the Government of India, and to request that, if there be no objection, they may be used in connection with the grant of mineral concessions otherwise than for oil.

3. The provisions in the forms which are not actually prescribed by the Mining Rules and which therefore may be modified at the discretion of the Local Government, have been printed in italics or within square brackets. They seem however, to the Government of India to be necessary and proper conditions, and, as explained in paragraph 1 of Mr. Slater's letter No. 14377-14390-184, dated the 7th December 1914, they should not be altered or omitted without sufficient cause.

I have the honour to be,

SIR,

Your most obedient Servant,

P. C. TALLENTS,

Offg. Under Secretary to the Government of India.

No. 668.

A copy, with copy of each form, is forwarded to the Foreign and Political Department. Director, Geological Survey of India. Solicitor to the Government of India.

By order, etc.,

P. C. TALLENTS,

Offg. Under Secretary to the Government of India.

414CID—700—19-3-18—GCBP Simla.

MODEL FORM OF PROSPECTING LICENSE.

Instrument of license made this day of 19 Between the Secretary of State for India in Council hereinafter referred to as "the Secretary of State" (which expression shall where the context so admits be deemed to include his successors in office and assigns) of the one part and (1)

[name of person]

of [address and occupation]

hereinafter referred to as "the licensee" (which expression shall where the context so admits be deemed to include his heirs executors administrators representatives and permitted assigns) (1)

(1)—(1) This wording is to be used where the license is granted to one individual.

and (2)

[name of person]

of [address and occupation]

and [name of person]

of [address and occupation]

and [name of person]

of [address and occupation]

hereinafter referred to as "the licensees" (which expression shall where the context so admits be deemed to include their respective heirs executors administrators representatives and their permitted assigns) (2)

(2)—(2) This wording is to be used where the license is granted to more than one individual.

and (3)

[name of company] Limited

incorporated in [country]

and having its registered office at [address]

hereinafter referred to as "the licensee" (which expression shall where the context so admits be deemed to include its permitted assigns) (3)

(3) — (3) This wording is to be used where the license is granted to a registered company.

and (4) the unincorporated body called

[name of syndicate] having their principal place of business at [address]

hereinafter referred to as "the licensees" (which expression shall where the context so admits be deemed to mean and include the persons or corporations who for the time being may be members of and the permitted assigns of

[name of syndicate]) (4)

(4) — (4) This wording is to be used where the license is granted to an unincorporated Syndicate.

and (5) the firm of [name of firm]

having their principal place of business at

[address] hereinafter referred to as "the licensees" (which expression shall where the context so admits be deemed to mean and include the persons who for the time being may be members of and the permitted assigns of

[name of firm]) (5)

(5) — (5) This wording is to be used where the license is granted to a firm.

of the other part

Whereas the licensee has / licensees have applied to the Collector of

hereinafter referred to as the Collector (which expression if the context so admits shall be deemed to mean the holder of the office for the time being) of

in accordance

with the rules prescribed by the Governor General of India in Council for the grant of licenses to prospect for minerals and of mining leases (hereinafter referred to as the said rules) for a license to prospect for

in the lands specified in Schedule A hereunder written and has/have deposited with the Collector the sum of Rs. as the prescribed security in respect of such license and has/have paid to the Collector the sum of Rs. as the prescribed fee in respect of such license and *whereas* the Collector has found that the licensee is/licensees are in possession of a valid certificate of approval and that there is no objection to the grant of such license *now these presents witness* as follows :—

I.—In consideration of the royalties covenants and agreements hereinafter reserved and contained and on the part of the licensee/licensees to be paid observed and performed the Secretary of State hereby grants and demises unto the licensee/licensees the sole right and license

(1) to enter upon the lands described in the said Schedule A and to mine quarry bore dig search for win and work all or any

lying or being within under or throughout the said lands

(2) to carry away and dispose of the produce thereof to and for the use and benefit of the licensee/licensees

(3) for the purposes aforesaid to clear undergrowth and brushwood and (with the sanction of the Collector previously obtained in writing) to make and use any drains or water-courses on the said lands for clearing the

from any water which may flow or accumulate therein

(4) and with the like sanction to erect and bring upon the said lands all such temporary huts sheds and structures steam and other engines machinery and conveniences chattels and effects as shall be proper and necessary for effectually carrying on the prospecting operations hereby licensed or for the workmen employed therein.

Reserving nevertheless to the Secretary of State full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the said lands for all or any purposes other than those for which sole right and license are hereby expressly conferred upon the licensee/licensees and particularly (and without hereby in any way qualifying such general power and liberty) to make on over or through the said lands such roads tramways and railways as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone earth or other materials as may be necessary or requisite for making repairing or maintaining such roads tramways and railways and to pass and repass at all times over and along such roads tramways and railways for all purposes and as occasion shall require.

TO HOLD the said right and license unto the licensee/licensees from the date of the presents for the term of

PAYING therefor immediately on the expiration or sooner determination of the said term clear of all rates taxes charges and deductions royalty at the rates specified in Schedule B hereunder written on the minerals won and carried away by the licensee/licensees during the said term under the powers hereby granted in excess of the respective quantities specified in Schedule C hereunder written which the licensee/licensees shall be entitled to take free of royalty for the purposes of experiment or as specimens.

Covenants by licensee.

II.—The licensee/licensees hereby covenants/covenant with the Secretary of State as follows :—

(1) Duly to pay the said royalty.

(2) To work and carry on the operations hereby licensed in a fair orderly skilful and workmanlike manner and with as little damage as may be to the surface of the said lands and to the trees crops buildings structures and other property thereon.

(3) Not to enter upon or commence prospecting in any reserve forest situate upon the said lands without *thirty* days' previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

(4) Not to disturb the surface of any road without the written permission of the Collector nor without such permission to enter upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or interfere with any right of way well or tank.

(5) *Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees standing crops buildings huts structures or other property of any kind of the occupier of any land or any other person without the consent of the owner such occupier or person.*

(6) Not to cut or injure any timber or tree on any unoccupied or unreserved land without the written permission of the Collector or officer by him appointed.

(7) To make and pay reasonable satisfaction and compensation for all damage or injury which may be done in exercise of any of the powers conferred by this license and to indemnify and keep indemnified the Secretary of State against all claims or suits which may be made or brought by any person or persons in respect of any such damage or injury and all costs and expenses in connection therewith.

(8) Whenever the said security deposit of Rs. or any part thereof or any further sum hereafter deposited with the Collector in replenishment thereof shall be forfeited or applied by the Collector pursuant to the power hereinafter declared in that behalf forthwith to deposit with the Collector such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the Collector up to the sum of Rs.

(9) Not to assign or transfer this license or any interest hereunder or grant or transfer any right or interest intended to take effect under or by virtue hereof or attempt so to do or enter into or make any arrangement compact or understanding whereby the $\frac{\text{licensee}}{\text{licensees}}$ will or may be directly or indirectly financed by or under which the $\frac{\text{licensee's}}{\text{licensees'}}$ operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such assignment transfer grant arrangement compact or understanding being entered into or made of the Local Government within the territories administered by which the said lands are situate (hereinafter called the Local Government) and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto to the effect that it shall be terminable at any time if so required in writing by the Local Government or enabling it to be so determined and shall in the event of any such requisition being made be forthwith thereafter determined by the $\frac{\text{licensee}}{\text{licensees}}$ accordingly.

(10) *At least in every and as many other times as occasion may require well and truly to measure or weigh or*

cause to be measured or weighed upon some part of the said lands all minerals from time to time won from the said lands by the licensee licensees which may require to be measured or weighed for the purpose of ascertaining the royalty payable under these presents and to give days' previous notice in writing to the Collector of every such measuring or weighing in order that he or some person on his behalf may be present thereat and not to take away from the said lands any minerals so won until the same shall have been measured or weighed as the case may be.

(11) *To ascertain and verify in such manner as the Local Government may from time to time prescribe the value of all precious stones and other minerals ores and metals from time to time won dressed or extracted by the licensee licensees which may require to be valued for the purpose of ascertaining the royalty payable under these presents.*

(12) *Upon the expiration or sooner determination of this license or the abandonment of the operations hereby licensed whichever shall first occur to remove at the licensee's licensees' own cost all buildings structures plant engines machinery implements utensils and other property and effects theretofore erected or brought by the licensee licensees and then standing or being upon the said lands and also all minerals theretofore won by the licensee licensees under the authority of these presents and then being upon the said lands PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensee licensees during the subsistence of this license.*

(13) Within six calendar months after the expiration or sooner determination of this license or the abandonment of the operations hereby licensed whichever shall first occur and at the cost of the licensee licensees to plug securely all bores and to fill up or fence all holes and excavations made by the licensee licensees in the said lands to such extent as the Collector may require and to the like extent to remove waste and rubbish upon the said lands and restore to their natural or original condition the surface of the said lands and all buildings and structures thereon not belonging to the licensee licensees which stood thereon prior to the date hereof and which may have been damaged or injured by the licensee licensees in the course of any operations hereby licensed *PROVIDED* that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensee licensees during the subsistence of this license nor to any disturbance of the surface or damage or injury in respect whereof the Collector shall be satisfied that proper compensation has been made by the licensee licensees.

(14) At any time within the period mentioned in the last preceding covenant if so required by the Collector to disclose to the Collector all information acquired by the licensee licensees in the course of any operations under this license regarding the minerals contained in or under or the geological formation of any part of the said land which shall not be comprised in any mining lease granted to the licensee licensees during the subsistence of this license.

(15) (*a*) The licensee licensees shall at all times during the said term remain or be a British subject or subjects or a British Company or Corporation registered incorporated or established in British India or the United Kingdom or some other part of His Majesty's dominions and of which at all times during the said term the Chairman or President or other person occupying that or any similar position (if any) and the managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects and the Managing Agents or Managing Agent

Secretary or Secretaries (if any) shall be a firm of which every Member is a British subject an individual who is a British subject or a Company, in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as the licensee / licensees conform.

(b) The local General Manager and not less than per cent. of the local staff employed by the licensee / licensees shall at all times during the said term be a British subject or British subjects and neither the licensee / licensees nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by any person or persons who is not a British subject or subjects or a Company in every respect answering to the description and satisfying the conditions last hereinbefore mentioned.

(16) The licensee being a Company or corporation shall report to the Local Government any alteration in its Memorandum or Articles of Association, or in its constitution within* after the same shall have been made and shall give two months previous notice in writing to the Local Government of any intention or proposal to make any such alteration which might conceivably affects its British status or character and no such alteration shall be made unless the Local Government shall have previously consented thereto in WRITING PROVIDED always that the consent of the Local Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the licensee unless in its opinion such alterations shall be contrary to the cardinal principle laid down by Government in respect of the said minerals, that is to say that the Licensee(s) shall be and remain a British subject or British subjects or a British Company under British control.

*Here insert suitable period within which report should be sent.

(17) (a) The Secretary of State shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the licensee / licensees under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands or elsewhere under the control of the licensee / licensees and the licensee / licensees shall, with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same, deliver all minerals or products of minerals purchased by the Secretary of State under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Secretary of State hereunder be detained on demurrage at the port of loading, the licensee / licensees shall pay the amount due for demurrage according to the terms of the charter party of such vessels unless the Secretary of State shall be satisfied that the delay is due to causes beyond the control of the licensee / licensees

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Secretary of State in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement by arbitration under the provision in that behalf hereinafter contained PROVIDED THAT in order to assist in arriving at the said fair market price the

licensee / licensees shall if so required furnish to the Local Government for the confidential information of the Secretary of State particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Local Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(*d*) On the occasion of a state of emergency of which the Secretary of State shall be the sole judge and the notice next hereinafter mentioned shall be conclusive evidence the licensee / licensees shall on such notice as in the last preceding sub-clause mentioned requiring him / them so to do use his / their utmost endeavours to increase the supply to or for the Secretary of State of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

Powers of Government.

II.—It is hereby agreed as follows :—

(1) If the licensee / licensees at any time shall fail to observe or perform or shall act in contravention of any of the covenants on the part of the licensee / licensees hereinbefore contained or in case it shall appear to the Local Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in Clause (9) of the covenants by the licensee / licensees hereinbefore in head or part II of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connivance of the licensee / licensees then and in any such case and notwithstanding the waiver of any previous default of the like nature the Collector may by notice in writing delivered to the licensee / licensees or left upon the said lands declare this license to be determined and thereupon this license and all rights and powers conferred hereby upon the licensee / licensees shall cease without prejudice however to the rights and remedies of the Secretary of State in respect of any breach or non-performance or non-observance of any of the covenants hereinbefore contained and except in respect of the covenants on the part of the licensee / licensees and stipulations to be performed or to have effect after the determination of this license or after the abandonment of the operations hereby licensed.

Upon any occasion on which notice declaring this license to be determined may be given as aforesaid the Collector in lieu of giving such notice may by notice in writing delivered or left as aforesaid declare the said deposit of Rs. or any part thereof or any further sum deposited under the licensee / licensees covenant in that behalf hereinbefore contained to be forfeited to the Secretary of State and the amount so declared to be forfeited shall thereupon become the absolute property of the Secretary of State unless the Local Government on reference made to it by the licensee / licensees within thirty days next after the delivery or leaving of such notice shall otherwise determine.

(2) The Collector may from time to time appropriate and apply the said deposit of Rs. or any part thereof or any further sum deposited under the licensee / licensees covenant in that behalf hereinbefore contained in or towards payment or satisfaction of any claims to

compensation which may be made by any person or persons against the licensee/licensees and the Secretary of State in respect of any damage or injury done by the licensee/licensees in exercise of any of the powers conferred by this license and in or towards payment of any damages costs and expenses which may become payable as the result of or in connection with any suits or proceedings which may be instituted against the Secretary of State in respect of any such damage or injury and also in or towards payment of the expenses of the carrying out or performance of any works or matters which the licensee/licensees shall fail to carry out or perform after the determination of this license or the abandonment of the operations hereby licensed in accordance with the covenant in that behalf hereinbefore contained or in payment or satisfaction of any of such claims damages costs and expenses.

(3) If any buildings structures plant engines machinery implements utensils or other property or effects or any minerals which ought to be removed by the licensee/licensees from the said lands in accordance with the covenant in that behalf hereinfore contained be not so removed within one calendar month after notice in writing requiring their removal shall have been delivered to the licensee/licensees by the Collector or left by him upon the said lands the same shall be deemed to become the property of the Secretary of State and may be sold or disposed of for the benefit of the Secretary of State in such manner as he shall deem fit without liability to pay any compensation or to account to the licensee/licensees in respect thereof.

(4) If any of the works or matters which in accordance with the covenant in that behalf hereinbefore contained are to be carried out or performed by the licensee/licensees within six calendar months after the expiration or sooner determination of this license or the abandonment of the operations hereby licensed be not so carried out or performed the Secretary of State may cause the same to be carried out or performed and the licensee/licensees shall pay to the Secretary of State on demand all expenses which shall be incurred in such carrying out or performance of the same.

(5) In the event of war or on the occasion of a state of emergency of which the Secretary of State shall be the sole judge, and the notice next hereinafter mentioned shall be conclusive evidence the Secretary of State may forthwith after notice in writing to the licensee/licensees under the hand of any Secretary to Government of his intention so to do take possession or assume control of the works plant machinery and premises of the licensee/licensees on or in connection with the said lands or the mining operations under this license and the licensee/licensees shall conform to and obey all directions given by or on behalf of the Secretary of State regarding the use or employment of such works plant and premises PROVIDED THAT fair compensation which shall be determined in default of agree ment by arbitration under the provision in that behalf hereinafter contained shall be paid to the licensee/licensees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this Clause.

Rights of Licensee.

IV.—(1) During the subsistence of this license the licensee/licensees shall have the right subject to compliance with the said rules to a mining lease in accordance with the said rules in respect of over so much of the said lands as the licensee/licensees may desire and the Local Government shall think fit to grant and to the first offer of such mining lease in respect of within the said lands as the Governor General in Council may think fit to grant.

(2) If during the term hereby granted the licensee/licensees shall apply in accordance with the said rules for a mining lease of the said lands or any part thereof this license shall upon the expiration by effluxion of time of the term hereby granted if the licensee/licensees shall by notice in writing to the Collector so require be extended for a further term to end either on the date on which such lease shall be granted or on such other date as the Collector shall in his discretion prescribe.

(3) If upon the expiration by effluxion of time of the term hereby granted the Collector shall be satisfied that the licensee has/licensees have been prevented by causes beyond the control of the licensee/licensees from fully prospecting the said lands this license shall if the licensee/licensees shall by notice in writing to the Collector so require and subject to the payment by the licensee/licensees of the fees prescribed by the said rules for the renewal thereof be renewed for such further term not exceeding two years as the licensee/licensees may desire which renewed license shall contain the like covenants and stipulations in all respects as are herein contained with the exception of the present clause.

(4) On such date within six calendar months after the determination of this license as the Collector shall elect the amount then remaining in deposit with the Collector and not required by the Collector to be applied to any of the purposes in the last preceding clause mentioned shall be refunded to the licensee/licensees or if the licensee/licensees shall have obtained a mining lease of the said lands or any portion thereof be retained at the credit of the licensee/licensees on account of the rents and royalties or deposit money to become payable under such lease.

Arbitration clause.

(5) If and whenever any dispute or question shall arise regarding the construction meaning or effect of these presents or the rights powers liabilities or duties of the licensee / licensees hereunder or as to the amount or payment of any royalty or other money payable by virtue hereof or otherwise however in relation to these presents such dispute or question shall be referred to the Local Government whose decision thereon shall be final and binding on the parties hereto.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written

Schedule A.

Here insert description of lands with area, boundaries, names of District, Sub-District, Thana, etc., and cadastral survey numbers, if any.

Schedule B.

Here insert the rates of royalty.

Schedule C.

Here insert the quantities which may be taken free of royalty.

Signed by

[name and designation]

for and on behalf of the

acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

(1) Signed by the above named

(by his / their attorney) in the presence of

(1) This clause is to be used where the license is granted to one or more individuals (the name of the constituted attorney being filled in if the licensee or licensees do not sign personally).

(2) Signed in the name and on behalf of the above named

by

director of the said Company in the presence of

(2) This clause is to be used where the license is granted to a registered company and if the signature is by an agent or attorney the appropriate designation should be inserted in place of the word "director."

(3) This clause is to be used where the license is granted to an unincorporated syndicate.

(3) Signed in the name and on behalf of the above named

by their authorised agent

in the presence of

(4) This clause is to be used where the license is granted to a private firm (the name of the attorney or agent being filled in if the signature is not by a partner in the firm).

(4) Signed by the above named

(by their $\frac{\text{attorney}}{\text{agent}}$

in the presence of

178C1D—700—20-3-18—GCBP Simla

Form of Agreement for use in connection with the transfer of a prospecting license.

AN AGREEMENT dated and made *BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL* (hereinafter called the Secretary of State which expression shall be deemed to include his successors in office and assigns) of the one part and

(hereinafter called the Transferee (s) which expression shall where the context so admits or implies be deemed to include $\frac{\text{his}}{\text{their}}$ (respective) heirs executors administrators and assigns) of the other part WHEREAS by virtue of a License (hereinafter called the License dated and made between the Secretary of State and (A) (B) [and now vested by transfer in hereinafter called the Licensee (s)] the (Licensee (s) $\frac{\text{is}}{\text{are}}$ entitled to search for and work the mines and minerals therein mentioned for the term and subject to the payment of the rent and royalties and the observance and performances of the Licensees' covenants and conditions in the License reserved and contained including a covenant not to assign the License or any interest thereunder without the previous sanction of the Local Government AND WHEREAS the Licensee (s) $\frac{\text{is}}{\text{are}}$ desirous of transferring and assigning the License to the Transferee (s) and) the Local Government have at the request of the Licensee (s) granted sanction to such transfer and assignment upon condition of the Transferee (s) entering into an agreement in and containing the terms and conditions hereinafter set forth.

(A) Name of original Licensee.
(B) If there has been no previous transfer strike out the words in brackets here. If there has been a previous transfer fill in the name of the holder in the blank within the brackets.

NOW IT IS HEREBY AGREED AND DECLARED by the Transferee (s) with and to the Secretary of State that from and after the transfer and assignment of the License by the Licensee (s) to the Transferee (s) the Transferee (s) shall be bound by and liable to perform and observe and conform and be subject respectively to all the provisions and conditions of all the covenants and stipulations on the part of the Licensee (s) and conditions in the License contained in the same manner in all respects as if the License had been granted to the Transferee (s) as the Licensee (s) thereunder and $\frac{\text{he}}{\text{they}}$ had originally executed it as such and the Transferee (s) hereby undertake (s) and agree (s) with the Secretary of State to perform and observe the same covenants stipulations and conditions in all respects accordingly.

AS WITNESS the hands of the parties

MODEL FORM OF MINING LEASE.

Instrument of lease made this day of 19

Between the Secretary of State for India in Council hereinafter referred to as "The Secretary of State" (which expression shall where the context admits be deemed to include his successors in office and assigns) of the one part

and[1] [name of person]

of [address and occupation]

hereinafter referred to as "the lessee" (which expression shall where the context so admits be deemed to include his heirs executors administrators representatives and permitted assigns)[1]

(1)—(1). This wording is to be used where the lease is granted to one individual.

and [2] [name of person]

of [address and occupation]

and [name of person]

of [address and occupation]

and [name of person]

of [address and occupation]

hereinafter referred to as "the lessees" (which expression shall where the context so admits be deemed to include their respective heirs executors administrators and representatives and their permitted assigns)[2]

(2)—(2). This wording is to be used where the lease is granted to more than one individual.

and[3] [name of company] Limited incorporated in [country] and having its registered office at [address]

hereinafter referred to as "the lessee" (which expression shall where the context so admits be deemed to include its permitted assigns) [3]

(3)—(3). This wording is to be used where the lease is granted to a registered company.

and[4] the unincorporated body called [name of syndicate] having their principal place of business at [address] hereinafter referred to as "the lessees" (which expression shall where the context so admits be deemed to mean and include the persons or corporations who for the time being may be members of and the permitted assigns of [name of syndicate])[4]

(4)—(4). This wording is to be used where the lease is granted to an unincorporated syndicate.

and [5] the firm of [name of firm]

having their principal place of business at [address] hereinafter referred to as "the lessees" (which expression shall where the context so admits be deemed to mean and include the persons who for the time being may be members of and the permitted assigns of [name of firm]

(5)—(5). This wording is to be used where the lease is granted to a firm.

of the other part

Now these presents witness that in consideration of the rents and royalties covenants and agreements by and in these presents and Schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid observed and performed the Secretary of State hereby grants and demises unto the lessee/lessees *all those* the mines beds veins and seams of (hereinafter and in the said Schedule referred to as "the said minerals") situate lying and being in or under the lands which are referred to in Part I of the said Schedule *together* with the liberties powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule *subject*

to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said Schedule *except* and reserving out of this demise unto the Secretary of State the liberties powers and privileges mentioned in Part IV of the said Schedule *to hold* the premises hereby granted and demised unto the lessee/lessees from the day of 19 , for the term of years thence next ensuing *yielding* and paying therefor unto the Secretary of State the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule *AND* the lessee/lessees hereby covenants/covenant with the Secretary of State as in Part VII of the said Schedule is expressed *AND* the Secretary of State hereby covenants with the lessee/lessees as in Part VIII of the said Schedule is expressed *AND* it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

IN WITNESS whereof these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to—

Part I.—The area of this lease.

All that tract of land situate at

in (Pargana) in

the Registration District of

Sub-District, and Thana

bearing Cadastral Survey Nos.

containing an area of

or thereabouts delineated on the plan hereto annexed and thereon coloured

and bounded as follows :—

on the North by

on the South by

on the East by

and on the West by

Part II.—Liberties, powers and privileges to be exercised or enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III.

Liberty to work mines.

1. Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as "the said lands") and to search for win work get raise [convert] and carry away the said minerals.

Liberty to sink pits, etc., [and use existing pits, etc.]

2. *Liberty and power for or in connection with any of the purposes mentioned in this part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways airways and other works [and to use maintain deepen or extend any existing works of the like nature in the said lands].*

Liberty to make works [and use existing works].

3. *Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said*

lands any engines machinery plant dressing floors furnaces [coke-ovens] brick-kilns lime-kilns workshops storehouses bungalows godowns sheds and other buildings and other works and conveniences [and to use and maintain any existing works and conveniences of the like nature on or under the said lands].

Liberty to make roads and ways [and use existing roads and ways.]

4. Liberty and power for or in connection with any of the purposes mentioned in this Part to make any tramways railways roads and other ways in or over the said lands and to use maintain and go and repass with or without horses cattle wagons or locomotives over the same [or any existing tramways railways roads and other ways in or over the said lands]

Liberty to get building and road materials, make bricks, etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stone sand gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles.

Liberty to use water.

6. Liberty and power for or in connection with any of the purposes mentioned in this Part to appropriate and use any streams watercourses springs or water in or upon the said lands and to divert stop up or dam any such stream or watercourse and collect or impound any water and to make construct and maintain any watercourses culverts drains and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs.

Liberty to use land for stacking.

7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking heaping or depositing thereon any produce of the mines or works carried on and any earth materials and substances dug or raised under the liberties and powers mentioned in this Part.

Liberty to make coke.

8. Liberty and power upon the said lands to convert into coke any coal produced from the said lands and to carry away such coke.

Liberty to take timber from reserved forest

9. Liberty and power for or in connection with any of the purposes mentioned in this Part to fell cut and use any timber or trees now standing or which hereafter may be standing upon the reserved forest land included within the said lands provided that not more than acres of such reserved forest land shall be cleared in any one year nor the same place oftener than once in every year and not more than trees shall be felled in any one year and provided also that the exercise of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions following that is to say.

Part III.—Restrictions and conditions as to the exercise of the liberties powers and privileges in Part II.

No building, etc., upon certain places.

1. No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure-ground burning or burying ground or place held sacred by any class of persons or any house or village site public road or other place which the Local Government within the territories administered by which the said lands are situate (hereinafter called the Local Government) may determine on public grounds to bring within this restriction, nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Secretary of State for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

No surface operations upon land not already used therefor unless after notice and unless no objections thereto.

2. Before using for surface operations any land which has not already been used for such operations the lessee lessees shall give to the for the time being as the agent in that behalf of the Secretary of State two calendar months previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice state some objection to such user unless the objection or objections

so stated shall on reference to the Local Government be annulled or waived by such Government.

[*Except as provided in Part I*] no timber to be cut without sanction of Collector.

3. Save as provided in clause 9 of Part II of this Schedule the lessee lessees shall not *without the express sanction of the Collector* cut down or injure *any timber or* trees on the said lands *but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents.*

No reserved forest to be entered upon without sanction of District Forest Officer

Notwithstanding anything in this Schedule contained the lessee lessees shall not enter upon any reserved forest included in the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

No workings within 50 yards of public works, etc., except with previous permission.

4. No mining operations or workings shall be carried on or permitted to be carried on by the lessee lessees in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shewn on the plan hereto annexed except with the previous permission in writing of the Governor General of India in Council or some officer authorised by him in that behalf or otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof.

Part IV.—Liberties powers and privileges reserved to the Secretary of State.

Liberty to work other minerals.

1. Liberty and power for the Secretary of State or any lessee or person authorised by him in that behalf to enter into and upon the said lands and to search for win work dig get raise [convert] and carry away any other than the said minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways watercourses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient *provided* that in the exercise hereof no hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee lessees under these presents and that fair compensation shall be made to the lessee lessees for all loss or damage sustained by the lessee lessees by reason or in consequence of the exercise hereof.

Liberty to make railways and roads.

2. Liberty and power for the Secretary of State and any lessee or person authorised by him in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways tramways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require.

Part V.—Rents and royalties reserved by this lease

Fixed half-yearly rent.

1. The lessee lessees shall as from the day of 19 during the subsistence of this lease pay to the Secretary of State the certain half-yearly rent of Rs. on the day of and the day of in each year the first payment thereof to be having been made on the day of 19 in respect of which rent the lessee lessees may in the half-year in respect of which the same is payable sell (convert) and carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half-year equal in amount to the said half yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold (converted) and carried away or not.

1. The lessee/lessees shall during the subsistence of this lease pay to the Secretary of State on the day of and the day of in each year— Royalties.

[royalty at the rate of 5 per cent. of the sale value at the pit's mouth or 2 annas per ton whichever shall be the greater of all coal produced from the said lands which shall be sold upon the said lands or carried away therefrom or converted into coke thereon by the lessee/lessees and at the rate of 2½ per cent. of the sale value at the pit's mouth or 1 anna per ton whichever shall be the greater of all coal dust produced from the said lands which shall be sold upon the said lands or carried away therefrom [or converted into coke thereon] by the lessee/lessees during the half year preceding the said dates respectively in excess of the aggregate quantity which the lessee/lessees is/are authorised to sell convert and carry away in that half-year in respect of the said certain half-yearly rent *provided* that no royalty shall be payable in respect of any coal or coal dust which may be actually consumed in the engines or furnaces or otherwise consumed in working the mines and works of the lessee/lessees in or upon the said lands or supplied without charge to the managers agents and workmen of the lessee/lessees employed on the said lands nor shall such coal or coal dust be taken into account in reckoning the quantity of coal which the lessee/lessees is/are authorised to sell convert and carry away in respect of the said certain half-yearly rent.]

[Royalty at the rate of 5 per cent. of the sale value at the pit's mouth of all mica produced from the said lands which shall be sold upon the said lands or carried away therefrom by the lessee/lessees during the half-year preceding the said dates respectively in excess of the quantity which the lessee/lessees is/are authorised to sell and carry away in that half-year in respect of the said certain half-yearly rent.]

[Royalty at the rate of 7½ per cent. of the profits on all produced from the said lands which shall be sold by the lessee/lessees or at the option of the Local Government 2½ per cent. of the gross value at of all produced from the said lands which shall be sold or carried away by the lessee/lessees during the half-year preceding the said dates respectively in excess of the quantity which the lessee/lessees is/are authorised to sell and carry away in that half-year in respect of the said certain half-yearly rent.]

3. The lessee/lessees shall pay to the Secretary of State in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents rent at the rate of Rs. per annum per of the area so occupied or used and so in proportion for any area less than a during the period from the commencement of such occupation or user until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent *PROVIDED* that no such rent shall be payable in respect of the occupation or user of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease. Surface rent.

Part VI.—Provisions relating to the rents and royalties.

1. The rents and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the at or to such other officer and at such other place as the shall from time to time appoint. Place of payment.

2. If in any half year after the first 12 months of the said term the lessee/lessees shall not sell [convert] and carry away such aggregate quantity of the said Average clause.

minerals as at the rates mentioned in clause 2 of Part V of this Schedule would produce royalties for that half-year equal in amount to the said certain half-yearly rent then and in such case the lessee/lessees may in the next succeeding half-year sell [convert] or carry away such quantity of the said minerals as shall be required to make up the deficiency in such previous half-year without paying any rent or royalty in respect of the same other than the said certain half-yearly rent.

Mode of computation of royalty.

3. For the purpose of computing the said royalties the weight of the coal and coal dust shall be ascertained at the time or respective times of the same being sold or despatched from the said lands or immediately before its conversion into coke as the case may be.

For the purpose of computing the said royalty the gross value of the shall be ascertained

For the purpose of computing the said royalty the profits on the shall be deemed to be the amount by which the revenue derived from the sale of such shall exceed the expenditure in connection with the of the same including the expenses chargeable to the actual working and management of the mines and works of the lessee/lessees during the period for which the royalty is to be computed. But there shall not be taken into account any allowances for depreciation or amortization or the fees of any Directors (save those Directors who actually direct technical operations and are specifically designated Managing Directors) or any revenue or expenditure obtained or incurred on account of share or capital transactions or by trading.

Part VII.—The Covenants of the lessee/lessees.

To pay rents royalties rates and taxes.

1. The lessee/lessees shall pay the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI *and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee/lessees or any part thereof by authority of the Government of India or the Local Government or otherwise except demands for land revenue and shall also pay interest at the rate of per cent per annum on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents.*

To erect boundary marks.

2. The lessee/lessees shall at the lessee's/lessees' own expense forthwith erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shown in the plan hereto annexed.

To start operations within a year and to work continuously.

3. The lessee/lessees shall unless prevented by some unavoidable cause within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Local Government and shall unless prevented as aforesaid thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorised by these presents.

To secure pits and shafts.

4. The lessee/lessees shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and workings that may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep

all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

To strengthen and support mines.

5. The lessee lessees shall on notice from the Secretary of State strengthen and support to his satisfaction any part or parts of the mine when in his opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the lessee lessees if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason on the lessee lessees having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Secretary of State.

To allow inspection of working.

6. The agents servants and workmen authorised by the Local Government in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee lessees in or under the said lands and make surveys or plans thereof *and the lessee lessees shall with proper persons employed by the lessee lessees and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Local Government as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety.*

To report accidents.

7. The lessee lessees shall without delay send to the Collector or the Deputy Commissioner of the District a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

To report discovery of other minerals.

8. Whenever the lessee lessees shall find in the said lands any mineral product other than the said minerals the lessee lessees shall immediately report such discovery in writing to the Collector or Deputy Commissioner of the District with full particulars of the nature and position of each find.

To keep books of accounts and furnish abstracts, etc.

9. The lessee lessees shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved of by the Local Government which books shall contain accurate entries shewing from time to time (1) the quantity of the said minerals realised from the said lands [(2) the quantity of coal converted into coke] (3) the quantity of the said minerals sold and exported respectively (4) the quantity of the said minerals otherwise disposed of and the manner and purpose of such disposition (5) the prices and other particulars of all sales of the said minerals (6) the number of persons employed in the mines or works in or upon the said lands, and (7) all such other facts particulars and circumstances as the Local Government may consider necessary for conveniently ascertaining the amount of the royalty from time payable under these presents and the lessee lessees shall also furnish free of charge to such officer and at such times as the Local Government may appoint true and correct abstracts of all or any of such books of account and such information and returns as to all or any of the matters aforesaid as the Local Government may prescribe and shall at all reasonable times allow such officers as the Local Government shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of account and to take copies thereof and make extracts therefrom.

To keep plans of working.

10. The lessee lessees shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well the operations and

workings carried on as also all views faults and other disturbances observed and encountered in such operations and workings *and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months* and the lessee lessees shall furnish free of charge to the Local Government true and correct copies of such plans and sections whenever thereunto required.

To provide weighing machine.

11. The lessee lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported [and converted into coke respectively] and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported [and converted] during the previous twenty-four hours to be entered in the aforesaid books of account and will permit the Local Government at all times during the said terms to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee lessees

To allow test of weighing machine.

12. The lessee lessees shall allow any person or persons appointed in that behalf by the Local Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Local Government may require that the same be adjusted repaired and put in order by and at the expense of the lessee lessees and if such requisition be not complied with within fourteen days after the same shall have been made the Local Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee lessees to the Local Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Secretary of State such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury to third parties.

13. The lessee lessees shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the lessee lessees in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the Secretary of State from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

Not to obstruct working of other minerals.

14. The lessee lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in his lease and will at all times afford to the Secretary of State and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

Restrictions on assignment or transfer.

15. The lessee lessees shall not assign this lease or transfer any interest hereunder, without the previous written sanction of the Local Government to any person, company, or body not holding a certificate of approval under the rules prescribed by the Governor-General of India in Council for the grant of prospecting licenses and mining leases (hereinafter in this Schedule referred to as the said rules) or to any person company or body already holding solely or jointly with another or others a mining lease or mining leases over an area amounting to 10 square miles or which with the area to be transferred would amount to more than 10 square miles of land within

the territories administered by the Local Government provided that notice of any such assignment or transfer as aforesaid (authorized or sanctioned by or under this provision) specifying the date terms and effect therefor and the name profession or description and residence of the assignee or transferee if an individual or the name and legal status or constitution and place of business of the assignee or transferee if not an individual shall be given to the Collector within one calendar month from the same being made and that the instrument of assignment or transfer shall within two calendar months from the same being made be produced to the Collector and the sum of Rs. 50 paid to the Collector as the fee for registration thereof in his office.

Not to be financed or controlled by any Trust, Syndicate or Corporation.

16. Not to enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed or by or under which the lessee's/lessees' operation or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Local Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto to the effect that it shall be terminable at any time if so required in writing by the Local Government or enabling it to be so determined and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

To deliver up mines, etc., in good order.

17. The lessee/lessees will at the expiration or sooner determination of the said terms deliver up to the Secretary of State all mines pits shafts inclines drifts levels waterways airways and other works [now existing or] hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Local Government or in an ordinary and fair course of working) and all [engines machinery plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all] engines machinery plant and fixtures set up by the lessee/lessees below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Local Government have become disused) and all buildings and structures of brick or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

To remain British in constitution.

8. (*a*) The lessee/lessees shall at all times during the said term remain or be a British subject or subjects or a British Company or Corporation registered incorporated or established in British India or the United Kingdom or some other part of His Majesty's dominions and of which at all times during the said term the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects and the Managing Agents or Managing Agent Secretaries or Secretary (if any) shall be a firm of which every member is a British subject an individual who is a British subject or a Company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as the lessee/lessees conform.

(*b*) The Local General Manager and not less than per cent. of the local staff employed by the lessee/lessees shall at all times during the said term be a British subject or British subjects and neither the lessee/lessees nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by any person or persons who is not a British subject or subjects or a Company in every respect answering to the description and satisfying the conditions last hereinbefore mentioned.

Here insert suitable period within which report should be sent.

19. The Lessee being a company or corporation shall report to the Local Government any alteration in its Memorandum or Articles of Association, or in its constitution within after the same shall have been made and shall give two months' previous notice in writing to the Local Government of any intention or proposal to make any such alteration which might conceivably affect its British status or character and no such alteration shall be made unless the Local Government shall have previously consented thereto in writing PROVIDED ALWAYS that the consent of the Local Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the lessee unless in its opinion such alterations shall be contrary to the cardinal principle laid down by Government in respect of the said minerals, that is to say that the lessee(s) shall be and remain a British subject or British subjects or a British Company under British control.

Right of pre-emption.

20. (*a*) The Secretary of State shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee / lessees under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control of the lessee / lessees and the lessee / lessees shall with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same, deliver all minerals or products of minerals purchased by the Secretary of State under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(*b*) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Secretary of State hereunder be detained on demurrage at the port of loading, the lessee / lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Secretary of State shall be satisfied that the delay is due to causes beyond the control of the lessee / lessees.

(*c*) The price to be paid for all minerals or products of minerals taken in pre-emption by the Secretary of State in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement by arbitration under the provision in that behalf hereinafter contained PROVIDED THAT in order to assist in arriving at the said fair market price the lessee / lessees shall if so required furnish to the Local Government for the confidential information of the Secretary of State particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Local Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(*d*) On the occasion of a state of emergency of which the Secretary of State shall be the sole judge and the notice next hereinafter mentioned shall be conclusive evidence the lessee / lessees shall on such notice as in the last preceding subclause mentioned requiring him / them so to do use his / their utmost endeavours to increase the supply to or for the Secretary of State of the mineral or products thereof purchased by him as aforesaid to the extent specified in such notice.

Part VIII.—The covenants of the Secretary of State.

1. *The* lessee/lessees *paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the* lessee/lessees *to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Secretary of State or any person rightfully claiming under him.* For quiet enjoyment.

2. *If the* lessee/lessees *shall be desirous of taking a renewed lease of the premises hereby demised for the further term of years from the expiration of the said terms hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the* ( ) *six calendar months previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the* lessee/lessees *to be observed and performed up to the expiration of the said term hereby granted the Secretary of State will upon the request and at the expense of the* lessee/lessees *and upon his executing and delivering to the Secretary of State if required a counterpart thereof execute and deliver to the* lessee/lessees *a renewed lease of the said premises for the further term of years at such rents not exceeding twice the rents hereby reserved and at such royalties as may be prescribed by the Government of India but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents other than this present covenant.* To renew.

Part IX.—General Provisoins.

1. If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Local Government on behalf of the Secretary of State may enter into and upon the said lands and may distrain all or any of the minerals mineral ore moveable engines machinery plant live and dead stock and other moveable property belonging to the lessee/lessees which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all costs and expenses occasioned by the non-payment thereof or by such distress. Power of distress.

2. If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been formally demanded or not) or if the lessee/lessees shall fail or neglect to perform or observe any of the covenants and agreements contained in these presents and on the part of the lessee/lessees to be observed and performed or in case it shall appear to the Local Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in Clause 16 of the covenants by the lessee/lessees hereinafter in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connivance of the lessee/lessees or if the lessee/lessees shall fail (except owing to causes beyond the control of the lessee/lessees) during two consecutive years of the said term to get from the said lands so much of the said minerals as at the rates Power of re-entry.

of royalty hereinbefore mentioned would produce royalties for those years equal in amount to the said certain half-yearly rent payable during that period then and in any such case it shall be lawful for the Local Government on behalf of the Secretary of State at any time thereafter and although advantage may not have been taken of some previous default of a like nature to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Secretary of State in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid.

Penalty for breach of covenant.

3. If the lessee / lessees shall at any time during the said term commit a breach of any covenant or agreement contained in these presents and on the part of the lessee / lessees to be observed or performed it shall be lawful for the Local Government as the consideration for the non-exercise of the power of re-entry contained in the last preceding clause hereof to receive from the lessee / lessees such penalty for the breach not exceeding four times the amount of the said certain half-yearly rent as the Local Government may fix.

Power to lessee to remove property.

4. The lessee / lessees (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the lessee / lessees all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee / lessee in or upon the said lands and which the lessee / lessees is / are not bound to deliver up to the Secretary of State under clause 16 of Part VII of this Schedule and the Secretary of State shall not desire to purchase under the provisions of clause 5 of this part and also all minerals and mineral ore won by the lessee / lessees under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

Power to Secretary of State to purchase property.

5. *If at the expiration or sooner determination of the said term the Secretary of State shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee / lessees in or upon the said lands and which the lessee / lessees is / are not bound to deliver up under clause 16 of Part VII of this schedule and if such desire shall be signified by a notice in writing given to the lessee / lessees by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee / lessees but shall be purchased by the Secretary of State at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to per cent. thereof for every year which shall have elapsed since that time.*

Forfeiture of property left for more than six months after determination of lease.

6. If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee / lessees is / are entitled to remove from the said lands the same shall if not removed by the lessee / lessees within one calendar month after notice in writing requiring their removal be given to the lessee / lessees by the Collector be deemed to become the property of the Secretary of State and may be sold or disposed of for the

benefit of the Secretary of State in such manner as he shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Power to surrender.

7. The lessee/lessees may at any time determine this lease by giving not less than twelve calendar months notice in writing to the Collector and upon the expiration of such notice and provided the lessee/lessees shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Secretary of State or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Secretary of State in respect of any breach of any of the covenants or agreements contained in these presents.

Destruction of mines or works.

8. If at any time during the continuance of this demise the said mines and works shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistible force these presents shall at the option of the lessee/lessees be void provided that if the injury be occasioned by the wrongful act or default of the lessee/lessees or the servants of the lessee/lessees the lessee/lessees shall not be entitled to the benefit of this provision. And provided also that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Secretary of State under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect of any breach which may have been committed of any of the covenants herein contained on the part of the lessee/lessees.

Power to take possession in event of war or emergency

9. In the event of war or on the occasion of a state of emergency of which the Secretary of State shall be the sole judge and the notice next hereinafter mentioned shall be conclusive evidence the Secretary of State may forthwith after notice in writing to the lessee/lessees under the hand of any Secretary to Government of his intention so to do take possession or assume control of the works plant machinery and premises of the lessee/lessees at or in connection with the said mines and the lessee/lessees shall conform and obey all directions given by or on behalf of the Secretary of State regarding the use or employment of such works plant and premises PROVIDED THAT fair compensation which shall be determined in default of agreement by arbitration under the provision in that behalf hereinafter contained shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give affect to the provisions of this clause.

Lessee's rights in respect of other minerals.

10. If any minerals not included in this lease shall during the said term be discovered by the lessee/lessees within the said lands and if no mining lease shall then be held by any other person in respect of the same the lessee/lessees shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with the said rules in respect of such minerals over so much of the said lands as the lessee/lessees may desire and during such period of twelve calendar months the lessee/lessees shall be entitled to win work and carry away any of the minerals so discovered on payment therefor to the Secretary of State of such royalty not being less than 20 per cent. of the value of such minerals as the Local Government may prescribe or in case of precious stones shall have the right during the said period of twelve calendar months to the first offer of such mining lease in respect of such precious stones as the Governor-General in Council may think fit to grant.

Service of notices on lessee.

11. Every notice by these presents required or authorised to be given to the lessee/lessees may be given to such person resident on the said lands as the lessee/lessees may

appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the lessee/lessees who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee/lessees upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the lessee/lessees upon the said lands.

Interpretation of terms "Collector" and "Local Government."

12. In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the district within which the said lands are situate and the expression "the Local Government" shall mean the Local Government or Chief Commissioner as the case may be within whose administrative jurisdiction the said lands are situate or any delegate of such Local Government or Chief Commissioner.

Arbitration clause.

13. If and whenever any question or dispute shall arise in regard to the construction meaning, or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee/lessees of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the lessee/lessees or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall be determined by the Local Government whose decision thereon shall be final and binding on the parties hereto.

Signed by

[name and designation].

for and on behalf of the

acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

(1) Signed by the above named

(by $\frac{\text{his}}{\text{their}}$ attorney

in the presence of)

(1) This clause is to be used where the lease is granted to one or more individuals (the name of the constituted attorney being filled in if the lessee or lessees do not sign personally).

(2) Signed in the name and on behalf of the above named

by

director of the said Company in the presence of

(2) This clause is to be used where the lease is granted to a registered company and if the signature is by an agent or attorney the appropriate designation should be inserted in place of the word "director."

(3) Signed in the name and on behalf of the above named

by their authorised agent

in the presence of

(3) This clause is to be used where the lease is granted to an unincorporated syndicate.

(4) Signed by the above named

(by their $\frac{\text{attorney}}{\text{agent}}$

in the presence of

(4) This clause is to be used where the lease is granted to a private firm (the name of the attorney or agent being filled in if the signature is not by a partner in the firm).

Form of Agreement for use in connection with the transfer of a lease.

AN AGREEMENT dated and made *BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL* (hereinafter called the Secretary of State which expression shall be deemed to include his successors in office and assigns) of the one part and [hereinafter called the Transferee(s) which expression shall where the context so admits or implies be deemed to include $\frac{\text{his}}{\text{their}}$ (respective) heirs executors administrators and assigns] of the other part WHEREAS by virtue of an Indenture of Lease (hereinafter called the Lease dated and made between the Secretary of State and (A) (B) [and now vested by transfer in hereinafter called the Lessee(s)] the Lessee(s) $\frac{\text{is}}{\text{are}}$ entitled to search for and work the mines and minerals therein mentioned for the term and subject to the payment of the rent and royalties and the observance and performance of the Lessees covenants and conditions in the Lease reserved and contained including a covenant not to assign the Lease or any interest thereunder without the previous sanction of the Local Government AND WHEREAS the Lessee(s) $\frac{\text{is}}{\text{are}}$ desirous of transferring and assigning the Lease to the Transferee(s) and the Local Government have at the request of the Lessee(s) granted sanction to such transfer and assignment upon condition of the Transferee(s) entering into an agreement in and containing the terms and conditions hereinafter set forth.

(A) Name of original Lessee.
(B) If there has been no previous transfer strike out the words in brackets here. If there has been a previous transfer fill in the name of the holder in the blank within the brackets.

NOW IT IS HEREBY AGREED AND DECLARED by the Transferee(s) with and to the Secretary of State that from and after the transfer and assignment of the Lease by the Lessee(s) to the Transferee(s) the Transferree(s) shall be bound by and liable to perform and observe and conform and be subject respectively to all the provisions and conditions of all the covenants and stipulations on the part of the Lessee(s) and conditions in the Lease contained in the same manner in all respects as if the Lease had been granted to the Transferee(s) as the Lessee(s) thereunder and $\frac{\text{he}}{\text{they}}$ had originally executed it as such and the Transferee(s) hereby undertake(s) and agree(s) with the Secretary of State to perform and observe the same covenants stipulations and conditions in all respects accordingly.

AS WITNESS the hands of the parties

73CID-700-20-3-1s-GCBP Simla

G. R. S. VI—G .2;

SUBJECT.....

.....

.....

Diary No. of letter replied to——————

General and Revenue Secretariat

( )

the *191*

Section

File No.

Serial No

No. 1 C 7540

Date of issue 7/6/24

To

Signed by Mr. S. Narayanan

Dear Sir

May I request you to ~~be good enough to send~~ kindly send me a copy of Govt. of India rules relating to the grant of ~~licences for~~ prospecting licences & mining leases at your earliest convenience. It is urgently wanted for reference.

Yours sincerely

V.S.

5/6/24

Over

Post: Copies to the Dir. of Geology

General and Revenue Secretariat. | File No. | of 192

Serial No.

33

D.O.No. 2096 Geol.

MYSORE GEOLOGICAL DEPARTMENT

Bangalore 9th June 1924

Dear Sir,

With reference to your D.O. No I.C.7540/Geol 95-23, dated the 7th June 1924, I regret to state, we have not got the latest copy of the Government of India Rules for the grant of mineral licenses etc, in British India. The one we have is that of September 1913, and is the only copy. I am sending the same herewith and shall be glad of its return as early as possible, when done with. On similar requisitions copies of these rules were sent to you in 1921 and 1922.

We are however trying to secure from Messrs. Higginbothams, some copies of the latest edition of these rules.

Yours sincerely,

V.Subramanya Sastri,Esq,B.A.,
Superintendent,
General And Revenue Secretariat.

NOTE—Contn. sheet.

WD 0321 -GPB -60,9-0--24 5-27

General and Revenue-Secretariat.	File No.	of 192
Serial No.	34	

D 5457

Office of the Resident in Mysore
~~Mysore Resident's Office~~,

Bangalore, 11th June 1924.

No. 4621. Encls.
378A -1894.

Secret 95-23-2

Pol 1535

A copy of the marginally noted Resolution is forwarded with compliments, to the Chief Secretary to the Government of H. H. the Maharaja of Mysore, for information, in continuation of memorandum from this office No. 3377 dated the 24th April 1924.

No. M-75 dated 15th May 1924 of the Government of India in the Department of Industries and Labour

Secretary to the Resident.

MVR.

R. O. 106.—R. P. B.—7-1922.—2,000.

NOTE—Contn. sheet.

WD 0324—GPB—60,000—24-5-27

No. M.-75.

GOVERNMENT OF INDIA.

DEPARTMENT OF INDUSTRIES AND LABOUR.

Dated Simla, the 15th May, 1924.

RESOLUTION

The Governor-General in Council, with the sanction of His Majesty's Secretary of State for India, is pleased to direct that the following further amendments shall be made in the rules for regulating the grant by Local Governments of licenses to prospect for minerals and of mining leases in British India, published with the Resolution of the Government of India in the Department of Commerce and Industry, No. 7552-7581-121, dated the 15th September 1913, as subsequently amended.

(1) In rule 30 (*ii*) in the first sentence after the word "license" the following words shall be inserted :—

> "for each year or portion of a year of the term for which the license is granted"

(2) In rule 54 in the fifth line after the words "he shall not" the following words shall be inserted :—

> "except with the previous sanction of the Governor-General in Council"

(3) In Schedule A to the rules, for the item "Oil" the following shall be substituted :—

"Natural Petroleum	5 per cent. *ad valorem* on the well-head value subject to a minimum of 8 annas per 40 gallons."

(4) In rules 30 (*i*) and 45 and in Schedules B and C, for the word "petroleum" wherever it occurs the words "Natural Petroleum" shall be substituted.

ORDER—Ordered that a copy of this Resolution be forwarded to all Local Governments and Administrations for information and guidance, and that a copy be forwarded to the Foreign and Political Department, and the Department of Education, Health and Lands, to Chambers of Commerce, to the Director, Geological Survey of India, and to the High Commissioner for India, for information.

ORDERED, also, that the Resolution be published in the Supplement to the *Gazette of India*, for general information.

A. H. LEY,

Secretary to the Government of India.

H34DIL—1,250—17-5-24.